

P20 WIN Data Request Management Procedure

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This procedure outlines a process for managing requests for data from the Preschool through 20 and Workforce Information Network (P20 WIN). This procedure is incorporated by reference and made a part of the Memorandum of Agreements between the participating agencies providing data to the P20 WIN and the Connecticut Department of Labor. It is expected that this process will be modified and improved based upon what is learned through experience, however all changes to this procedure must be approved by the aforementioned parties before becoming effective. The first portion of this document is descriptive and procedural.

PURPOSE OF DATA REQUEST MANAGEMENT PROCESS

The Preschool through Twenty and Workforce Information Network (P20 WIN) allows for data elements from separate data sources and agencies to be linked longitudinally for the purpose of carrying out an audit or evaluation of Federal- or State-supported education programs as provided in Section 34 C.F.R. 99.1 et seq. of the Federal Regulations adopted pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). The Data Request Management Process has been established to manage requests for data from more than one Participating Agency. If data are needed from only one agency, this process and documentation does not apply.

Each Data Request processed through P20 WIN will result in one or more combined data sets containing information at the individual level. Even though these data sets will not include individual names or key identifiers, they will contain multiple pieces of information about each person. When combined, these multiple pieces of contextual information present a risk that individual identities could be determined; therefore, it is imperative that a process be established to minimize the risk that personally identifiable data will be re-disclosed. This Data Request Management Process is designed to mitigate that risk as much as possible.

For each Data Request posed to the system, the Data Request Management Process will address the following:

- Document the purpose of the Data Request as it pertains to conducting an audit/evaluation of education programs as allowed by FERPA
- Designate which authorized individuals will initiate the Data Request
- Identify the specific data elements in each data set needed to satisfy the Data Request
- Ensure that each agency whose data would be included in the data match has an opportunity to approve or deny the inclusion of their data in the Data Request
- Designate the individual(s) who have authority to access to the resulting data set
- Document the plans for data analysis and reporting of data from the resultant data set
- Ensure that each agency whose data is included has an opportunity to review and provide feedback on any report that is to be made public prior to publication.
- Reiterate requirements for data security

WHO CAN REQUEST DATA?

Data Requests must be for the purpose of conducting an audit or evaluation of a publically funded education program 34 C.F.R. 99.1 and be of benefit to a Local or State Education Authority or Agency in order to be approved. Requests must also be in compliance with limitations imposed by state and federal law with regard to

education and unemployment insurance data. For example, unit record unemployment wage data may only be supplied to public officials, unless it is de-identified.

Because access to education data is bound by law and because it is the priority of the Participating Agencies to maintain data security and individual privacy, access to data through P20 WIN is limited. Data requestors may submit a proposal to the P20 WIN Manager for consideration by the Local or State Education Authority being audited or evaluated to determine compliance with the foregoing requirements. Proposals need to include a demonstration that the requestor is qualified to conduct analysis and is capable of protecting data from re-disclosure. Compliant requests for data will be forwarded to the Data Governing Board for further consideration in accord with the process set forth below.

PROCESS FOR REQUESTING & PROCESSING DATA

The Process for requesting, processing and downloading data is governed by the P20 WIN Data Governing Board. Initially, the process will be managed manually with paper documents. Once the paper approval process is tested and improved through the process of conducting a pilot, the workflow could be automated. The workflow will be as follows:

Documentation completed and submitted to Data Governing Board for review

1. Data requestor downloads the Data Request Document for Data Governing Board review, completes forms and delivers them to Data Governing Board Staff for consideration.
2. Data Governing Board staff review request for completeness and alignment with established policy guidelines (e.g. future P20 Council research agenda), and schedules a Board review if appropriate.
3. Data Governing Board members whose agency's data would be included in the Data Request determine whether they will allow their data to be included. Each affected agency logs their approval or denial. No data will be shared from an agency that denies the request.
4. The Data Request is denied or approved and communication is sent to data requester regarding the decision.
 - Disapproval: Data requestor receives e-mail notification that the Data Request has been denied. Data will not be shared or matched for the given Data Request.
 - Approval: Data requestor receives e-mail notification that the Data Request has been approved and that data may be shared in order to satisfy the request.
 - Conditional Approval: In a situation where the Data Governing Board would offer conditional approval, the Data requestor will be allowed to address the comments or concerns of the Data Governing Board and resubmit the request.

Processing an approved data request

1. The P20 WIN Project Manager coordinates and schedules the transmission of data from participating agencies whose data were approved to be a part of the data request.
2. Each participating agency whose data were approved to be a part of the data request and who approved the use of their data will produce the data required to satisfy the request
 - a. The file will be structured so that there is one unique record per individual represented. Data that may have been pulled from a dimensional data source will be flattened to produce an input file in this format.

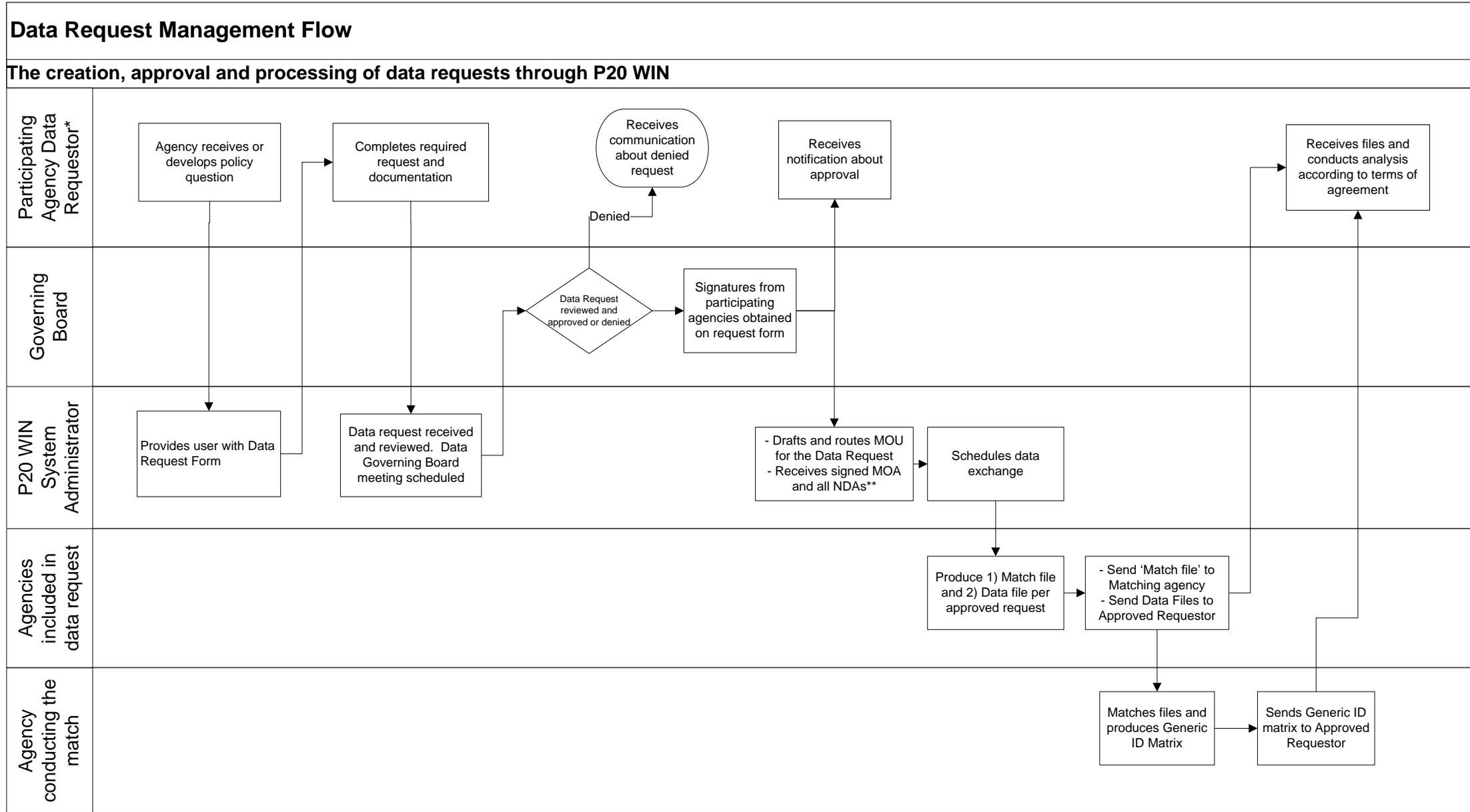
- b. A unique generic ID that identifies the sending agency will be added to each unique record in the file.
 - c. The required data file will be split into two separate files. One file, the 'matching file' will contain the unique generic ID and the fields required for matching to other data sets. The other file, the 'data file' will contain the unique generic ID and all the data fields that will satisfy the data request, but it will not contain the data fields used for matching.
 - d. Each 'matching file' will be send to the agency conducting the data match, and the 'data file' will be sent to the approved requestor.
3. All 'matching files' needed for a given data request will be processed using a data matching software program to produce an output file that contains a matrix that shows how the records cluster into groups.
 - a. Once matched, the fields used for matching that are personal identifiers will be stripped from the output file.
 - b. Remaining fields will be used to create a matrix that contains a 'group' or 'cluster' number and the unique generic ID's of each record that is in each group.
 4. The approved requestor receives the ID matrix from the agency conducting the data matching and the Data Files from the agencies whose data is included in the data request. The ID matrix is used as the key for linking the input files for analysis.

TABLE DESCRIBING PROCESS FOR REQUESTING DATA

This chart describes roles as they pertain to some of the non-technical steps in the process described above		Process Roles		
Step above	Action	Data Requestor	P20 WIN System Admin*	Data Governing Board
1	Data requestor obtains and completes Data Request Management Document for Data Governing Board review process	√		
2	P20 WIN System staff review data request for completeness and alignment established policy guidelines (e.g. future P20 Council research agenda), and schedules for Board review if appropriate.		√	
3	Data Governing Board members whose agency's data would be included in the data request determine whether they will allow their data to be included. Each affected agency logs their approval or denial.			√
4	Communicates decision to Data Requestor		√	
5	Receives decision from Data Governing Board	√		
6	If approved, drafts and MOA and circulates for signatures. Collects Non-Disclosure agreements from according to the data request		√	
7	Schedules and coordinates the production and secure transmission of the data files to the approved requestor		√	
8	Conducts analysis using data files and generic ID matrix	√		

* The P20 WIN System Administrator is the same as the person who staffs the Data Governing Board.

DIAGRAM OF THE DATA REQUEST MANAGEMENT PROCESS



* For the P20 WIN pilot, the Participating Agency Data Requestor can only be a member of the P20 WIN Data Governance Board

** NDA = Non-Disclosure Agreement

DOCUMENTATION SUMMARY

The Memorandum of Agreement between agencies participating in P20 WIN utilizes the ‘audit and evaluation’ exception under the Family Education Rights and Privacy Act (FERPA) to enable agencies to link education records utilizing personally identifiable data. The P20 agreement also utilizes confidential Unemployment Compensation (UC) records that are confidential under state (CGS § 31-254) and federal (20 CFR 603) law. Personally identifiable data is used for matching data through a probabilistic matching algorithm and is not visible to the user. In order to use this exception, a written agreement must be established according to FERPA and UC guidelines. Given that data requests will vary in purpose and different individuals will be involved in accessing and processing data, it is necessary to document how each data request utilizing education records meets the ‘audit and evaluation’ exception and to ensure that the provisions for written agreements and best practices are fully met for each query. Additionally, to comply with UC guidelines, it is necessary to ensure that wage data that is not de-identified is only accessed by “public employees in the performance of their public duties,” pursuant to an authorizing Memorandum of Agreement. In addition, requests that only provide audit or evaluation of non-state Participating Agencies will not be granted.

The documents that follow ensure that these components are clearly defined for each data request.

- Scope & duration:
 - What is the proposed Data Request?
 - What is the purpose of the Data Request and how does it fit the Audit & Evaluation exception?
 - What data fields are to be queried / linked?
 - When will the resultant data set be destroyed?
- Individuals involved
 - Who is the requestor?
 - Who are the agency contacts?
 - Who are the individuals who are authorized to access resulting data set?
- Agreement not to re-disclose
 - Re-iterate key FERPA and Unemployment Compensation requirements for non-disclosure
 - Statement of Confidentiality and Non-Disclosure
- Approval or denial of Date Request by each participating agency
 - Signatures for each agency decision
 - Explanation of denial if appropriate
- Review process of results before release

Preschool through Twenty & Workforce Information Network (P20 WIN)

DOCUMENT CHECKLIST

The completed application submitted to the Data Governing Board must include the first 4 items below.

- The P20 WIN Data Request Document
- Attachment A: Data Elements for Data Request grouped by data source
- Attachment B: Data element and Purpose Crosswalk*
- Attachment C: A completed and signed Statement of Confidentiality and Non-Disclosure for each individual who will have access to the resultant data set
- Completed Data Governance Board Review Document – Data Request
- Completed Memorandum of Agreement for a P20 WIN Data Request
- Completed Data Governance Board Review Document – Pre-publication Data Review
- Data Destruction Certificate to be completed at the completion of the audit or evaluation

*Attachment B is now combined with Attachment A

CT Preschool through Twenty & Workforce Information Network (P20 WIN)

DATA REQUEST DOCUMENT

This form and all attachments are to be submitted to the P20 WIN Data Governing Board for consideration and approval before the execution of each Data Request.

Information provided here is required to fulfill the mandatory provisions for written agreements according to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and to comply with Unemployment Compensation (UC) considerations under state (CGS § 31-254) and federal (20 CFR 603) law. PERSONS WHO ARE NOT STATE GOVERNMENT EMPLOYEES OR OFFICIALS MAY NOT HAVE ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION (PII) FOR DOL UC RECORDS.

SECTION 1 – BASIC DATA REQUEST INFORMATION	
1.a Application Submission Date:	
1.B TYPE OF SUBMISSION: <input type="checkbox"/> Initial Application <input type="checkbox"/> Continuation* <input type="checkbox"/> Modification**	
*Initial applications are approved for a given duration. Select 'continuation' if this request is to extend that timeframe. ** If you are requesting a modification to a request that has already been approved and is underway, select 'Modification' and address only the sections of this form which are being adjusted from the prior request.	
1.c P20 WIN Data Request Number:	
1.d Data Request Title:	
1.e Agencies from which data is being requested (Check all that apply):	
<input type="checkbox"/> SDE <input type="checkbox"/> CSCU <input type="checkbox"/> Department of Labor <input type="checkbox"/> Cicu-IRPS <input type="checkbox"/> UCONN <input type="checkbox"/> OEC	
1.f Has this Data Request been discussed with program employees at the involved agencies?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes please indicate with whom:	
Agency:	Name:
Agency:	Name:
Agency:	Name:
SECTION 2– REQUESTOR INFORMATION	
2.a Name (last, first)	
2.b Title	
2.c Organization	
2.d Mailing Address	
2.e Email Address	
2.f Phone Number	Fax Number
2.g Provide Full name, organization, email address, and project role for ALL other persons within the requestor's organization who need to work with raw data, derived data or data output for this project before the P20 WIN Data Governing Board Participating Agencies involved have approved the data as appropriately aggregated for public release. Add additional space as necessary. Please print and attach a signed Confidentiality Agreement for each individual needing access to the resultant data set. (See Attachment C) Note: Persons who are not state government employees or officials may not have access to Pii for DOL UC records.	

2.h Provide full name, organization, email address and project role for all other persons from the Participating Agencies or Contributing Institutions who have been identified as having legitimate interests in the evaluation who need to access raw data, derived data or any data output for this project before the P20 WIN Data Governing Board Participating Agencies involved have approved the data as appropriately aggregated for public release. For these individuals, access to the unit record data is limited. For example, named individuals may a) need access to data to support the data matching process or b) function as a subject matter experts from the Participating Agencies to support the data matching process or authorized requestor’s analysis, or c) they may only have access to their own organization’s data linked to other non-education records. After each name, please include an explanation as to why these individuals need access to the unit record data. **If not already signed, please print and attach a signed Confidentiality Agreement for each individual needing access to the resultant data set. (See Attachment C). Note: Persons who are not government employees or officials may not have access to Pii for DOL UC records.**

SECTION 3 –ALIGNMENT OF PURPOSE& SCOPE

3.a Provide a brief summary of the Data Request: Include a description of the categories of data, years or data and cohorts of students – if applicable. Provide enough detail so that the Participating Agencies can understand what they need to provide.

3.b Clearly state the purpose of this request and describe how the purpose is an audit or evaluation of federal or state supported education program(s) (See Audit or Evaluation Exception 20 U.S.C. 1232g(b)(1)(C), (b)(3), and (b)(5) and §§99.31(a)(3) and 99.35).

3.c Describe the benefit that this audit/evaluation will provide to a local or State Education Authority or Agency (34 C.F.R. 99.1) and the state of Connecticut. Note requests that only provide audit or evaluation of non-state Participating Agencies will not be approved.

3.d Provide a brief description of the method for analysis.

3.e Provide a description of the documents or reports that will reference data from this Data Request. For each report indicate the audience for the report and expected indicators or measures to be included in each.

3.f In addition to utilizing a minimum cell size as documented by the Data Governance Procedure, identify/describe the statistical methods that will be used to minimize the risk of re-identification of PII for data to be published. Some typical methods are listed below; however, this list is not comprehensive. Options should be used in combination for maximum security. See the [USED Technical Brief 3](#) as a resource.

- **Suppression by:** cell, row, sampling (present data for a portion of students: e.g. 80%)
- **Blurring through:** aggregation of groups, rounding, use of ranges, use of top/bottom categories (e.g. 'less than 5%, greater than 95%),
- **Perturbation:** data swapping, adding noise, use of synthetic data

SECTION 4 – PROTECTION OF CONFIDENTIALITY

4.a By what date will the datasets and all paper or electronic copies will be destroyed by the requestor?

After the Approved Requestor has received data files and the matrix of generic unique identifiers, the Approved Requestor has 12 months to complete analysis and destroy the data files. Note, that the Data Governing Board may set a shorter or longer time frame before the data files must be destroyed, and this 12 month limitation may be extended with written approval from the Data Governing Board. Requestors need to submit the Query Management Document as a 'continuation' for approval of an extension.

4.b With the addition of your signature at the bottom of this section, indicate that you agree to each of the following statements:

- I will only utilize the data received through this Data Request to meet the purpose as described. The approval given to receive data through this Data Request does not confer approval to use it for another purpose.
- I will not re-disclose the data received through this Data Request approval process to any public official who has not been authorized by the Data Governing Board to receive it, and who has not also signed a Personal Statement of Confidentiality and Non-Disclosure.
- I will take the necessary and appropriate precautions to safeguard personal information and will comply with all state and federal laws concerning the safeguarding and disclosure of such information.
- I will not use the datasets to re-identify individuals.
- I agree that approval to receive data does not convey ownership of the data.
- I agree that prior to the public release of any documents or reports generated from this Data Request I will supply all reports or documents to the Data Governing Board for review and verification that the intended purpose has been adhered to.
- I agree to store all resultant data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.
- I agree to store all resultant data on secure desktop computers and in secure files to which access is restricted to authorized persons only.

- I agree that no resultant data may be transmitted via email or placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of “mobile computing device” includes, but is not limited to, notebooks, palmtops, PDAs, iPods®, Blackberry® devices, and cell phones with internet browsing capability. A “mobile storage device” includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.
- I agree to destroy all confidential information obtained through this agreement as soon as such information is no longer needed.
- I agree that the Data Governing Board will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this Agreement.
- I agree to comply with all provisions of the P20 Win Data Request Management Procedure.

I _____, agree with each of the statements in section 4.b.

SECTION 5—ADDITIONAL INFORMATION

5.a Provide any additional comments that would be useful to the Data Governing Board in considering this request.

SECTION 6 – SIGNATURE OF REQUESTOR AND DATE

6.a Signature of Requestor

I understand that the entities that are providing data to P20 WIN (hereinafter Participating Agencies) have made reasonable efforts to ensure that the data available through P20 WIN are up-to-date, accurate, complete and comprehensive at the time of disclosure. These records reflect data as reported to the Participating Agencies by their data-submitting organizations for the reporting period indicated. Changes or updates to the data may occur after the time of disclosure and may impact data that have previously been made available. The Participating Agencies are not responsible for data that are misinterpreted or altered in any way. Derived conclusions and analyses generated from this data are not to be considered attributable to the Participating Agencies or the participating organization(s) from which the data originated.

I certify that the information supplied in this form, with attachments, is complete, accurate. The analysis will be conducted according to the protocol approved by the Data Governing Board, applicable federal, state and local laws regarding the protection of education records and unemployment insurance records. I will ensure that all protocol changes will be prospectively reviewed by the Data Governing Board. I will request approval from the Data Governing Board for changes to the Data Request and will not implement proposed changes until I receive Data Governing Board approval. I will promptly report to the Data Governing Board any related complaints, problems, and/or breaches of confidentiality.

Signature _____ Date _____

CT Preschool through Twenty & Workforce Information Network (P20 WIN)

DATA GOVERNING BOARD REVIEW DOCUMENT - DATA REQUEST

This form and all attachments are completed by the P20 WIN Data Governing Board in response to a query request.

SECTION 1 – BASIC REQUEST INFORMATION					
1. Application Submission Date:					
2. TYPE OF SUBMISSION: <input type="checkbox"/> Initial Application <input type="checkbox"/> Continuation <input type="checkbox"/> Modification					
3. P20 WIN Data Request Number:					
4. Data Request Title:					
5. Agencies from which data is being requested (Check all that apply):					
<input type="checkbox"/> SDE <input type="checkbox"/> CSCU <input type="checkbox"/> DOL <input type="checkbox"/> Cicu-IRPS <input type="checkbox"/> UCONN <input type="checkbox"/> OEC					
6. The Policy Lead from Each Participating Agency Completes indicates their approval or denial of the query to enable an audit/evaluation of education programs according to FERPA.					
Agency	Signature	Approved	Denied	Comment	Date
Is each agency in agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Next steps: <ul style="list-style-type: none"> If the participating agencies whose data would be included in this specific data request each approve the Data Request, then representatives from each of the included agencies must sign a Memorandum of Agreement for a P20 WIN Data Request. Data Governing Board Review Document is shared with the requestor Data request process is aborted or continues based upon the decision made. 					

Note: There are different templates for the data request memorandum of agreement and related contracts depending on whether the requestor is a state agency and whether or not a fee is being assessed for the data request. The P20 WIN manager can supply the appropriate template as needed.

MEMORANDUM OF AGREEMENT FOR P20 WIN DATA REQUEST

This agreement is made between the agencies whose data is included in Approved P20 WIN Data Request Number _____, hereafter known as the 'Participating Agencies', and the data requestor approved by the Participating Agencies, hereafter known as "Approved Requestor", as documented in the accompanying Data Request Document which is hereby incorporated by reference as a part of this Agreement. Information provided within the approved Data Request Document and this Data Request Confidentiality and Use Agreement fulfills the mandatory provisions for written agreements according to the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and also complies with Unemployment Compensation (UC) considerations under state (CGS § 31-254) and federal (20 CFR 603) law for P20 WIN Data Request Number _____.

WHEREAS, Connecticut State Colleges and Universities (CSCU) is the system wide administrative office for the Connecticut Community Colleges, Connecticut State Universities, and Charter Oak State College (collectively referred to as "Connecticut State Colleges and Universities System" or "CSCU System"), it collects and maintains education records of students enrolled in the CSCU System within the State of Connecticut; and

WHEREAS, the Connecticut Independent College and University Institute for Research and Public Service, Inc. (cicu-IRPS) is the 501(c)(3) non-profit research affiliate of the Connecticut Conference of Independent Colleges (CCIC), a voluntary, not-for-profit membership organization which represents and serves the interests of the sixteen accredited nonprofit independent colleges and universities in Connecticut. Cicu-IRPS warrants that it is authorized to collect certain information from student educational records from Connecticut's nonprofit independent colleges and universities consistent with applicable state and federal laws, including the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g(b) and 34 CFR Part 99 (collectively, "FERPA").

WHEREAS, the University of Connecticut (UConn) is Connecticut's land grant public research university, it collects and maintains education records of students enrolled in education programs at all its schools and colleges.

WHEREAS, the State Department of Education (SDE) is the state education authority as defined by FERPA, and it collects and maintains education records of students enrolled in the public school system in the State of Connecticut; and

WHEREAS, the Connecticut Department of Labor (DOL) is the state agency responsible for managing employment services data collected through DOL and Regional workforce Investment Boards, and Unemployment Insurance data including wage and employment records that is important for evaluating the effectiveness of education programs; and

WHEREAS, the purpose of this agreement is to enable the audit and evaluation of both K-12 and postsecondary education programs and to assess the degree to which education programs are preparing students for post-secondary education and the workforce, education record data from SDE's, Cicu-IRPS, UConn and CSCU's data systems must be linked at the unit record level to data provided by other state agencies to determine patterns over time; and

WHEREAS, DOL has access to data matching software which can be utilized to match and link longitudinal data to conduct necessary audits and evaluations of federal and state programs; and

WHEREAS, 34 Code of Federal Regulations Section 99.31(a)(3) and 99.35(a)(2), as amended effective January 3, 2012, provides that the disclosure of personally identifiable information ("PII") to an authorized representative pursuant to the

“Audit or Evaluation Exception” is permissible without prior consent if the disclosure is for the purpose of carrying out an audit or evaluation of Federal- or State-supported education programs or for the enforcement of or compliance with federal legal requirements related to these programs; and

WHEREAS, the purpose of disclosing PII according to this agreement is to support the audit and evaluation of education programs including the degree to which education programs are preparing students for postsecondary education and for success in the workforce and to assess the efficacy of state and federally funded higher education grant programs; and

WHEREAS, the regulations further require the state or local educational authority to execute a written agreement to designate the authorized representative and specify the requisite details regarding the purpose and uses of the PII; and

WHEREAS, the Approved Requestor has agreed to the confidentiality and security provisions in the accompanying Data Request Document;

NOW THEREFORE, the parties hereby agree as follows:

I. Authorized Representative: The Participating Agencies designate the Approved Requestor as the “authorized representative” pursuant to FERPA for the purposes of meeting the reporting requirements of federal and state laws.

II. Definitions and Key Terms:

- A. The following definitions shall be the same as provided in FERPA and the regulations promulgated thereunder, as amended from time to time: **Authorized Representative, Education Program, and Personally Identifiable Information (PII).**
- B. **Confidential information or PII from DOL UC records:** Any UC information which reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with other publicly available information to reveal any such particulars and includes, but is not limited to, the following:
- Any wage information;
 - The individual’s name, SSN, address, Date of Birth, or telephone number;
 - Employer identifiers, including the NAICS Code.
- C. **State Assigned Student Identifier (SASID):** The SASID is a ten digit unique number that is assigned to each student upon entry into a Connecticut public school including publically funded preschool programs as well as standard elementary, middle and high schools. Students retain this unique identifier as they progress through the school system and even if they transfer or move in and out of private schools our across state boarders. Section 14 of PA 11-70 requires that each public institution of higher education and each independent institution of higher education that receives state funding to track the SASID of all in-state students until such students graduate from or terminate enrollment at the institution.
- D. **Re-disclosure:** Re-disclosure means transfer or disclosure of PII or confidential information to any other person or entity whose access to PII is not specifically authorized in this Agreement.
- E. **Participating Agencies:** The Participating Agencies are the Connecticut State Colleges and Universities System, the Connecticut State Board of Education, the Connecticut Department of Labor, UCONN, cicu-IRPS and those entities that have been approved for participation in P20 WIN by every Participating Agency and that have executed a similar Memorandum of Agreement with DOL enabling DOL to match data between Participating Agencies.

- F. **Data Request Management:** The required review process for each data request posed to the system. The Data Request Document, as amended from time to time, will consist of the practices and activities as set forth in the P20 WIN Data Request Management Procedure including but not limited to the following activities:
- Document the purpose of the Data Request as it pertains to conducting an audit/evaluation of education programs as allowed by FERPA;
 - Designate which authorized individuals will initiate the Data Request;
 - Identify the specific data elements in each data set needed to satisfy the Data Request;
 - Ensure that each agency whose data would be included in the data match has approved the inclusion of their data in the Data Request;
 - Designate the individual(s) who have authority to access to the data;
 - Document the plans for data analysis and reporting of data;
 - Ensure that each agency whose data is included has an opportunity to review and provide feedback on any report that is to be made public prior to publication; and
 - Reiterate requirements for data security.

III. Duties and Responsibilities of the Approved Requestor. The Approved Requestor agrees to the following:

- A. The Approved Requestor agrees to comply with the provisions of FERPA and the provisions of 20 CFR 603 and CGS §31-254, as amended from time to time. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to it, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 C.F.R. Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information or confidential UC information in a manner not allowed under federal law or regulation
- B. The Approved Requestor shall safeguard the use, publication and disclosure of all information received through data sharing in accordance with all applicable federal and state laws regarding confidentiality.
- C. The Approved Requestor shall conduct the audit or evaluation in a manner which does not permit personal identification of individuals or their parents or guardians or any UC claimant or employer. The Approved Requestor shall maintain the confidentiality of data from the education records and unemployment insurance records at all times by using appropriate disclosure avoidance techniques.
- D. The Approved Requestor shall restrict access to PII from student records and confidential UC information to only those authorized persons listed in the Data Request Document and approved by the Data Governing Board who have legitimate interests in the audit, evaluation or enforcement activity specific to this Agreement and need it to perform the official purpose recognized in this Agreement and addenda to it.
- E. The Approved Requestor shall ensure that only researchers and designated staff within the approved requestor's organization who have been identified as having legitimate interests in the evaluation or who provide system support and who have also signed a 'Personal Statement of Confidentiality and Nondisclosure' will be allowed to access non-aggregated data from the matched data set for analysis.
- F. The Approved Requestor agrees that all personnel authorized to access PII and confidential data provided by the P20WIN agencies shall be fully advised of the confidential nature of the information and the safeguards required to protect the information and execute the 'Personal Statement of Confidentiality and Nondisclosure' attached hereto.
- G. The Approved Requestor agrees to monitor all authorized users to ensure such users observe the confidentiality requirements outlined in this Agreement and the 'Personal Statement of Confidentiality and Nondisclosure'.
- H. The Approved Requestor agrees that results from any analysis or evaluation of education programs will be published in a manner that protects the privacy and confidentiality of the individuals involved. Tables will utilize disclosure avoidance techniques such as cell suppression, blurring, perturbation as appropriate. Care will be taken when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts or claimant or employer UC information cannot be found through the use of available percentages or data in other related tables. Data users will refer to the best practices outlined by the National Center for Education Statistics SLDS in [Technical Brief 3](#) "Statistical Methods for Protecting Personally identifiable

Information in Aggregate Reporting” to minimize, to the greatest extent possible, the risk that individuals could be identified.

- I. The Approved Requestor shall only utilize the data received from this Data Request to meet the purpose as described in the Data Request Document. The approval given to receive data for this Data Request does not confer approval to use it for another purpose.
- J. The Approved Requestor shall not re-disclose the data received through this Data Request approval process to anyone who has not been authorized by the Data Governing Board to receive it, and who has not also signed a Personal Statement of Confidentiality and Nondisclosure. No subcontractor of the Participating Agencies may have access to confidential employment services or UC information.
- K. The Approved Requestor shall take the necessary and appropriate precautions to safeguard personal, confidential information and will comply with all state and federal laws concerning the safeguarding and disclosure of such information.
- L. The Approved Requestor shall not use this dataset to re-identify individuals.
- M. The Approved Requestor agrees that approval to receive data from this Data Request does not convey ownership of the data.
- N. The Approved Requestor agrees that, prior to the public release of any documents or reports generated from this query, he or she will supply all reports or documents to the Data Governing Board for review and verification that the intended purpose has been adhered to.
- O. The Approved Requestor agrees to store all resultant data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.
- P. The Approved Requestor agrees to store all resultant data on secure desktop computers and in secure files to which access is restricted to authorized persons only.
- Q. The Approved Requestor agrees that no resultant data may be transmitted by email or placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of “mobile computing device” includes, but is not limited to, notebooks, palmtops, PDAs, iPods®, Blackberry® devices, and cell phones with internet browsing capability. A “mobile storage device” includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.
- R. The Approved Requestor agrees to destroy all confidential information obtained through this agreement as soon as such information is no longer needed or at such time as set by the Data Governing Board, whichever occurs sooner.
- S. The Approved Requestor agrees that the Data Governing Board will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this Agreement.
- T. The Approved Requestor agrees that transmission and storage of all data pertaining to an individual’s educational records and unemployment insurance records will adhere to generally accepted best practice standards related to information security, including, but not limited to, commercially available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, logical encryption of data as it leaves the data boundary, secure tunnels and limitation of physical access to confidential information and PII. While overall system security is a shared responsibility, the Approved Requestor is primarily responsible for the security of the data after it is downloaded.
- U. The Approved Requestor will regularly monitor those persons with access to PII to determine whether the job responsibilities of those persons continue to require access, and will immediately remove access for any person who is determined to no longer need such access. The Authorized Requestor will additionally immediately notify the Data Governing Board that access has been terminated. The Approved Requestor will take all necessary steps to ensure that any records which are in the possession or control of such persons are timely destroyed as provided in this Agreement.

IV. Duties and Responsibilities of the Participating Agencies. The Participating Agencies agree to the following:

- A. The Participating Agencies shall provide the data necessary to identify matches between data sets from agencies participating in P20 WIN, and additional data fields which are identified in the Data Request Management Document for each approved Data Request.
- B. The Participating Agencies shall participate in data governance processes to review and monitor P20 WIN data requests and amendments to them.
- C. The Participating Agencies shall perform an on-site audit and inspection of the system whenever, and as often as, the Participating Agencies deem appropriate and reasonable. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments, are satisfied.

V. **Audits.** The Approved Requestor agrees to the following:

- A. The Approved Requestor will allow Participating Agencies to perform an on-site audit and inspection of the system whenever, and as often as, the Participating Agencies deem appropriate and reasonable. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments, are satisfied.

VI. **Destruction of Data.**

The Approved Requestor shall have 12 months to complete the audit/evaluation of the matched and de-identified data file developed per an approved Data Request. A shorter or longer timeframe may be designated via the Data Request Document and approved by the Data Governing Board. Within the approved timeframe for completion of the audit/evaluation or within two business days of the termination of this Agreement, the Approved Requestor will destroy the original unit level data set as well as any copies thereof and shall provide a completed and executed scanned copy of the P20 WIN Data Destruction Certificate by email to the P20 WIN Data Governing Board. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Data Governing Board. The Approved Requestor may seek an extension of time within which to destroy the data, which shall require the approval by the P20 WIN Data Governing Board before such an extension of time will be valid.

VII. **Breach of Confidential Information.**

For purposes of this Agreement, “breach” means the acquisition, access, use, or disclosure of PII in a manner not permitted under this Agreement, FERPA or other applicable law which compromises the security or privacy of PII. The Approved Requestor agrees that, following the discovery of a breach of PII, it shall notify the Data Governing Board of such breach in accordance with the following requirements:

- A. Such notification shall be provided by the Approved Requestor to the Data Governing Board without unreasonable delay, and in no case later than 3 business days after the breach is discovered by the Approved Requestor. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Approved Requestor. The notification shall include a detailed description of the PII that was the subject of the breach including the identification or unique identifier of each individual whose PII has been, or is reasonably believed by the Approved Requestor to have been, accessed, acquired, or disclosed during such breach.
- B. The Approved Requestor agrees to include in the notification to the Data Governing Board at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of PII that were involved in the breach.
 3. A detailed description of what the Approved Requestor is doing to investigate the breach, to mitigate losses (including the provision of identity theft protection to the individual whose data was improperly disclosed), and to protect against any further breaches.

VIII. Miscellaneous Provisions

- A. Duration.** This Agreement will become effective upon its execution by all parties, and will expire as of the date for data destruction as approved in the Data Request Document for P20 WIN Data Request Number _____, and addenda to it unless terminated before said date.
- B. Amendments.** Revisions to the Agreement's objectives must be approved in writing. A formal amendment, in writing, shall not be effective until executed by all parties to the agreement, and shall be required for extensions of the final date of the agreement period, revisions to project specifications, and any other Agreement revision determined material by the Participating Agencies or Approved Requestor.
- C. Termination.** This Agreement shall remain in full force and effect for the entire term of the Agreement period stated above unless cancelled by either party, with thirty (30) days written notice. If this Agreement is found by a court or tribunal of competent jurisdiction to be in conflict with any United States or Connecticut statutes or with any rule, regulation, or guideline, it shall be null and void to the extent of such conflict. Upon termination of the Agreement, Approved Requestor shall destroy the original unit level resultant matched data set as well as any copies thereof and shall provide a completed and executed scanned copy of the P20 WIN Data Destruction Certificate by email to the P20 WIN Data Governing Board. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Data Governing Board.
- D. Contact Information.** The parties named the following individuals as primary representatives regarding this Agreement. The parties shall notify each other of any change to this designation within ten (10) business days.
1. The CSCU names the following individual as its primary contact concerning this Agreement:
Dr. William Gammell, Director Office of Policy, Research and System Effectiveness
Connecticut State Colleges and Universities
61 Woodland Street
Hartford, CT06105
Phone: 860-723-0054; Fax: 860-493-0026
e-mail: gammellw@ct.edu
 2. The SDE names the following individual as its primary contact concerning this Agreement:
Ajit Gopalakrishan Chief of Bureau of Data Collection, Research and Evaluation
Connecticut State Department of Education
450 Columbus Boulevard, Suite 710
Hartford, CT 06106
Phone:860-713-6888
E-mail: ajit.gopalakrishnan@ct.gov
 3. The DOL names the following individual as its primary contact concerning this Agreement:
Dr. Andrew Condon, Director of Research and Information
Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, CT06109
Phone: 860-263-6255; Fax: 860-263-6263
e-mail: Andrew.condon@ct.gov
 4. Cicu-IRPS names the following individual as its primary contact concerning this Agreement:
Jennifer Widness, President
Connecticut Independent College & University Institute for Research & Public Service, Inc.
21 Talcott Notch Road, Suite 1
Farmington, CT 06032
Phone: 860-678-0005; Fax: 860-788-4643
e-mail: widnessj@theccic.org

5. UCONN names the following individual as its primary contact concerning this Agreement:
Dr. Lloyd Blanchard, Associate Vice President of Budget, Management and Institutional Research
University of Connecticut
352 Mansfield Road, Unit 108
Storrs, CT 06269-1086
860-486-4240
lloyd.blanchard@uconn.edu

6. OEC names the following individual as its primary contact concerning this Agreement:
Dr. Rachel Leventhal-Weiner, Chief Research & Planning Officer
Connecticut Office of Early Childhood
450 Columbus Blvd., Suite 304
Hartford, CT 06103
860-500-4417
Rachel.leventhal-weiner@ct.gov

7. The Approved Requestor names the following individual as its primary contact concerning this Agreement:
Name: _____
Organization: _____
Address: _____
Phone: _____
E-mail: _____

E. Data Ownership. Ownership of all data collected and maintained by the Approved Requestor remains with the Participating Agencies. Disclosure of these data under the terms of this Agreement does not additionally assign ownership of these data.

F. Compliance with federal and state statutes. In performing services pursuant to this agreement, the parties agree that they shall comply with all applicable federal and state statutes and regulations, including but not limited to, FERPA, the Gramm-Leach-Bliley Act, HIPAA, CGS § 31-254 of the Connecticut General Statutes and 20 CFR 603 of the Code of Federal Regulations and related state agency contracting policies, in the protection of all personally identifiable and other protected confidential information. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed under such laws or regulations.

G. Each party agrees that it shall be responsible for losses arising out of (i) its own acts or omissions that result in a breach of PII or failure to comply with applicable law regarding protection of confidential information (ii) its own negligence or misconduct, and each party shall defend itself against any action or claim brought as a result of such acts under the Agreement.

IX. Acceptance & Approval

IN WITNESS WHEREOF, the Participating Agencies and the Approved Requestor hereto have caused this Agreement to be executed by their respective representatives who have authority to execute this Agreement on their behalf, which Agreement is to be effective as of the later of the dates noted below.

Participating Agency Approval

Connecticut State Colleges and Universities:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

Connecticut State Department of Education:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

Department of Labor:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

Connecticut Independent College & University Institute for Research & Public Service, Inc.

Name: _____

Title: _____

Signature: _____

Date Signed: _____

University of Connecticut:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

Connecticut Office of Early Childhood:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

Approved Requestor

Name: _____

Title: _____

Signature: _____

Date Signed: _____

CT Preschool through Twenty & Workforce Information Network (P20 WIN)

DATA GOVERNING BOARD REVIEW DOCUMENT - **PRE-PUBLICATION DATA REVIEW**

This form is completed by the P20 WIN Data Governing Board in response in order to evaluate whether the preliminary data has been appropriately aggregated so that it no longer meets the FERPA definition of Personally Identifiable Data. The standard to be used is to determine that a reasonable person in the school community, someone without personal knowledge of the circumstances, could not identify individual students or individuals through the data to be released.

SECTION 1 – BASIC REQUEST INFORMATION						
1.	Application Submission Date:					
2.	P20 WIN Query Number:					
3.	Query Title:					
4.	Agencies from which data is being requested (Check all that apply): <input type="checkbox"/> SDE <input type="checkbox"/> CSCU <input type="checkbox"/> DOL <input type="checkbox"/> Cicu-IRPS <input type="checkbox"/> UCONN <input type="checkbox"/> OEC					
5.	The Policy Lead from Each Participating Agency Completes indicates their acceptance of the data for publication. Prior to this approval, all data sets and associated documents are to be considered exempt pursuant to CGS § 1-210(a) of the general statutes due to the data’s confidential status under state and federal law and preliminary, draft, not final for purposes of CSG § 1-210(b)(1) and, therefore, not releasable under the Connecticut Freedom of Information Act. Concerns are to be documented and provided to the research for adjustment. Adjusted datasets will be reviewed again and cannot be published until all agencies have approved it for release.					
	Agency	Signature	Approved	Denied	Comment	Date
Is each agency in agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No						
Next Steps: <ul style="list-style-type: none"> If yes, researcher may move forward with publication If no, researcher has the opportunity to revise the data set and report and resubmit for review. 						

CT Preschool through 20 & Workforce Information Network (P20 WIN)

DATA DESTRUCTION CERTIFICATE

This form is completed in order to document that the unit record data received through P20 WIN has been destroyed. Data destruction is required at the end of an approved audit or evaluation or in the event of a termination of the Memorandum of Agreement for a P20 WIN Data Request. In the case of an approved audit or evaluation, the timeframe by which unit record data must be destroyed is determined and approved by the P20 WIN Data Governing Board. The Data Destruction Certificate must be completed and provided to the P20 WIN System Administrator within 3 working days of the destruction of data. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Board.

SECTION 1 – BASIC INFORMATION	
1. Approved Requestor Name:	
2. P20 WIN Data Request Number:	
3. Approved timeframe for audit/evaluation: _____ to _____ List extensions as appropriate: Extension to _____ granted on _____ Extension to _____ granted on _____	
4. Date of data destruction:	
5. Method of data destruction:	
SECTION 2 – AFFIRMATION OF DESTRUCTION	
I hereby affirm that the unit record data provided as a part of the Data Request Number listed above has been completely destroyed including all original unit record data and any copies of the unit record data that were made in paper or electronic form.	
_____ Signature of Approved Requestor or Agency Representative	_____ Date

ATTACHMENT C – STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

Personal Statement of Confidentiality and Nondisclosure

Before you are allowed access to the information through the Preschool through Twenty and Workforce Information Network (P20 WIN), you are required to read, agree and execute the following statement of your knowledge, obligation and responsibility with respect to any data exchanged through P20 WIN.

- As an employee of _____, I have access to information provided through P20 WIN. This data shall not be used to make any decisions about the rights, benefits or privileges of those individuals identified through the matching process. Further, P20 WIN information is confidential, and may be used solely for the purposes of work defined in approved Memorandum of Agreement between the Participants and the Department of Labor.
- I have been informed and understand that all information related to this Agreement is confidential and may not be disclosed to unauthorized persons.
- I agree that I am responsible for maintaining this confidentiality.
- I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.
- I will not use the data for any purpose other than that approved by the P20 WIN Data Governing Board and I will not facilitate or tolerate by others any unauthorized use of information provided or generated.
- I agree that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an employee of _____ under this Agreement.
- I agree that under Conn. Gen. Stat. §31-254 and under Federal law, specifically 20 CFR 603 of the federal regulations, Unemployment Compensation (UC) data, in whatever form it is viewed under this agreement, is, as a matter of law, and shall be treated as, confidential information. Conn. Gen. Stat. §31-254 provides that any breach of this confidentiality will be grounds for punitive action which may consist of a fine of up to \$200, imprisonment for up to six months, or both and termination of employment.
- I agree to store all query data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.
- I agree to store all query data on secure desktop computers and in secure files to which access is restricted to authorized persons only.
- I agree that no query data may be placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of “mobile computing device” includes, but is not limited to, notebooks, palmtops, PDAs, iPods®, Blackberry® devices, and cell phones with internet browsing capability. A “mobile storage device” includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.

- I agree to destroy all confidential information obtained through this agreement as soon as such information is no longer needed.
- I agree that the Data Governing Board will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this Agreement.
- I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.

This statement of non-disclosure shall be valid for a period of one year from the date of signature.

Employee

I have read and understand the above Personal Statement of Nondisclosure.

Signature _____

Printed Name _____

Organization _____

Job Title _____

E-mail Address _____

Date _____

REVISION HISTORY

Revision Date	Version	Description / Reason	Revised By	Approved By	Approval Date
02-04-20		1) Grammatical updates 2) Incorporated edits that were already approved for embedded documents into the full procedure (e.g. updates to the Data Request Form) 3) Added a note regarding the variety of template MOA's that exist. 4) Updated contact information 5) Updated sample chart for spreadsheet A & B	Jan Kiehne	Data Steward Committee Members approved	2/19/2020